

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

XPertUNIVERSE, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 09-157- RGA
	)	
CISCO SYSTEMS, INC.,	)	
	)	
Defendant.	)	

**FINAL JUDGMENT**

This matter was tried before a jury, commencing on March 11, 2013 with the Honorable Richard G. Andrews presiding. On March 22, 2013, the jury returned its verdict (D.I. 667). Plaintiff XpertUniverse, Inc. ("XpertUniverse") filed a Motion to Alter or Amend the Judgment Pursuant to Federal Rule of Civil Procedure 59(e) and Motion for Attorneys' Fees Pursuant to 35 U.S.C. § 285 (D.I. 702). Defendant and Counterclaimant Cisco Systems, Inc. ("Cisco") filed a Motion for Judgment as a Matter of Law under Rule 50(b) and, in the Alternative, for Remittitur or New Trial Under Rule 59(a)(1) (D.I. 699); a Motion for Enforcement of the Parties' Agreement to Limit Liability (D.I. 697); and a motion for an order holding the patents in suit unenforceable due to inequitable conduct (D.I. 706) (together, the "Post-Trial Motions"). On November 20, 2013, the Court issued its Memorandum Opinion and Order on the Post-Trial Motions (D.I. 768-69). On January 30, 2014, the Court issued a Memorandum and Order (D.I. 773-74), which further addressed one Post-Trial Motion (D.I. 699) and amended the November 20, 2013, Order. (D.I. 769).

In accordance with the jury's verdict and the Court's pre- and post-trial orders, it is hereby ORDERED, ADJUDGED AND DECREED that:

1. Cisco's "Expert Advisor" product directly infringed claim 5 of U.S. Patent No.

7,366,709 (Count I).

2. Cisco's "Expert Advisor" and "Remote Expert" products directly infringed claim 12 of U.S. Patent No. 7,499,903 (Count II).

3. Claim 5 of U. S. Patent No. 7,366,709 is not invalid.

4. Claim 12 of U. S. Patent No. 7,499,903 is not invalid.

5. XpertUniverse shall recover for damages caused by Cisco's infringement of XpertUniverse's patents by the "Expert Advisor" product in the amount of \$15,463.00, plus pre-judgment interest at the prime rate, compounded quarterly, and post-judgment interest in accordance with 28 U.S.C. § 1961(a).

6. XpertUniverse shall recover for damages caused by Cisco's infringement of XpertUniverse's patent by the "Remote Expert" product in the amount of \$18,920.00, plus pre-judgment interest at the prime rate, compounded quarterly, and post-judgment interest in accordance with 28 U.S.C. § 1961(a).

7. All other relief requested by the parties and not expressly awarded herein is DENIED.

8. Judgment is entered for Cisco on all other XpertUniverse claims other than those expressly addressed in paragraphs 1-6 above.

9. Judgment is entered for XpertUniverse on Cisco's counterclaims.

IT IS SO ORDERED this 30<sup>th</sup> day of January, 2014.

  
United States District Judge

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